

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: David Quigley, AICP, Planning and Zoning Manager/ (954) 797-1103

PREPARED BY: Ingrid Allen, Planner III

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: INTERLOCAL AGREEMENT AMENDMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO THE SECOND AMENDED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING, BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE TOWN OF DAVIE; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: Under the terms of the existing Interlocal Agreement, the adopted Level of Service (LOS) standard is 110% of Florida Inventory of School Houses (FISH), meaning that only permanent structures are counted for school concurrency. Recently, the Florida Department of Education rejected the School Board of Broward County's request for new school facilities due to District-wide excess capacity. This excess capacity is evident in eastern schools while several western schools have overcapacity conditions. Without the construction of new facilities, schools County-wide, including several in Davie (see Exhibit "A"), will fail to meet current LOS requirements within the School Board's five year planning period. To address the projected LOS deficiencies, the Oversight Committee for the Implementation of the ILA recommended to amend the current ILA. The proposed Second Amended ILA would change the LOS standard for school concurrency commencing in the 2010/2011 school year through the 2018/2019 school year from 110% of FISH, which does not include portables, to 100% of gross capacity, which does include portables. The addition of portables will expand school capacities to include several schools in Davie. The Second Amended ILA also includes minor revisions to certain procedures and time frames. Both the Broward County School Board and the Board of County Commissioners have approved the Second Amended ILA. Note that changes to the current ILA are shown in underline/strikethrough.

PREVIOUS ACTIONS:

On March 3, 2010, a Town Council workshop was held on the Second Amended ILA for Public School Facility Planning. Broward County School Board staff presented the recently adopted amendments to the ILA to include changes to the existing level of service.

On November 17, 2009, Town Council approved Resolution (#R-2009-294), supporting an amendment to the ILA.

CONCURRENCES: (none)

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Motion to approve resolution

Attachment(s):

Attachment "A": Resolution

Attachment "B": Recommendation letter from Oversight Committee,

Attachment "C": List of amendments to current ILA

Attachment "D": Town Resolution 2009-294

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO THE SECOND AMENDED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE TOWN OF DAVIE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sections 163.31777 and 1013.33 Florida Statutes, requires the County and nonexempt municipalities located within the geographic area of a school district to enter into an Interlocal Agreement with the district school board that jointly establishes the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

WHEREAS, legislation enacted by the 2005 Florida Legislature (SB 360) mandated a comprehensive focus on school planning by requiring local governments and school boards to adopt a school concurrency system; and

WHEREAS, in 2008, the School Board of Broward County, the Town of Davie, Broward County and all non-exempt municipalities within Broward County entered into an Amended Interlocal Agreement for Public School Facility Planning in fulfillment of statutory requirements for school concurrency; and

WHEREAS, the Town of Davie desires to enter into the Second Amended Interlocal Agreement for Public School Facility Planning with the School Board of Broward County, Broward County and other non-exempt municipalities in order to amend the level of service standard for public school concurrency and to address problematic timeframes and process issues.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter an amended Agreement, attached hereto as Exhibit "A", between The School Board of Broward County, a political subdivision of the State of Florida, Broward County and the Town of Davie.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____,
2010

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2010

SECOND
AMENDED INTERLOCAL AGREEMENT
FOR
PUBLIC SCHOOL FACILITY PLANNING
BROWARD COUNTY, FLORIDA

February 2, 2010

SECOND
AMENDED
INTERLOCAL AGREEMENT
FOR
PUBLIC SCHOOL FACILITY PLANNING
BROWARD COUNTY, FLORIDA

This Second Amended Agreement (hereinafter referred to as "Amended Agreement") is entered into between The School Board of Broward County, Florida (hereinafter referred to as "School Board"), Broward County, a political subdivision of the State of Florida (hereinafter referred to as "County"); the City Commission or Town Council of the Cities or Towns of Coconut Creek, Cooper City, Coral Springs, Dania Beach, Davie, Deerfield Beach, Fort Lauderdale, Hallandale Beach, Hollywood, Lauderdale-By-The-Sea, Lauderdale Lakes, Lauderdale, Lazy Lake, Margate, Miramar, North Lauderdale, Oakland Park, Parkland, Pembroke Park, Pembroke Pines, Plantation, Pompano Beach, Southwest Ranches, Sunrise, Tamarac, Weston, West Park and Wilton Manors (hereinafter referred to collectively as "Municipalities").

RECITALS

WHEREAS, the School Board, County and the Municipalities entered into to an Amended Interlocal Agreement for Public School Facility Planning ("Amended ILA") in 2008 pursuant to the requirements of Sections 163.3180(13) and 163.31777, Florida Statutes; and

WHEREAS, the Amended ILA adopted each individual school boundary as the Concurrency Service Area, and adopted a Level of Service standard of 110% of permanent FISH capacity for these Concurrency Service Areas; and

WHEREAS, pursuant to Sections 163.3180 (13)(d)(2) and 1013.35, Florida Statutes, the School Board committed to annually prepare and update its adopted Five-Year District Educational Facilities Plan, which for the purposes of public school concurrency is considered to be the financially feasible Five-Year Capital Facilities Plan; and

WHEREAS, the School Board also committed to update and adopt the Five-Year District Educational Facilities Plan annually to add enough capacity in the new fifth year to address

projected growth and to adjust the Five-Year District Educational Facilities Plan in order to maintain the adopted level of service standard and to demonstrate that the utilization of school capacity is maximized to the greatest extent possible; and

WHEREAS, the Amended ILA was found to be in compliance by the Department of Community Affairs and is currently in effect County wide; and

WHEREAS, various new facilities were proposed in the School Board's Educational Plant Survey to support the feasibility of the Amended ILA's concurrency Service Areas and Level of Service standards; and

WHEREAS, construction of some of these proposed new facilities were subsequently rejected by the Florida Department of Education due to District wide excess capacity and without construction of these facilities, many Concurrency Service Areas will fail to meet the adopted Level of Service standard within the five year planning period as required by Florida Statutes; and

WHEREAS, to meet these projected Level of Service standard failures the School Board has proposed to amend the Amended ILA to change the 110% Permanent FISH Capacity for a specified period to 100% Gross Capacity as a means to avoid multiple school boundary changes across Broward County; and

WHEREAS, pursuant to its terms, the Amended ILA may be amended with the approval by the School Board, the County and at least 75% of the Municipalities representing at least 50% of the population of Broward County; and

WHEREAS, the parties hereto desire to amend the Amended ILA as set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency is hereby acknowledged, the parties mutually agree to amend the Amended Interlocal Agreement as follows:

SECTION 1. The above recitals are true and correct and are hereby incorporated as a part of this Amended Agreement.

SECTION 2. Definitions are hereby amended as follows:

Gross Capacity: The number of students that may be housed in a facility (school) at any given time based on the utilization percentage (as established by the State Requirements for Educational Facilities) of existing satisfactory student stations.

Quarterly: Documents or Reports as may be required to be prepared, produced or published four times a year, at three-month intervals.

SECTION 3. Article IV, Coordinating and Sharing of Information, Section 4, is hereby amended as follows:

Section 4

- 4.1 Tentative District Educational Facilities Plan: Commencing no later than ~~June 30, 2007~~ July 30, 2009, and annually thereafter, the Superintendent shall submit to the County and to each Municipality the tentative District Educational Facilities Plan (hereinafter referred to as the "Tentative Plan"). Upon providing the Tentative Plan to local governments and giving proper notice to the public and opportunity for public comment, the School Board may amend the Tentative Plan to revise the priority of projects, to add, or delete projects, to reflect the impact of change orders, or to reflect the approval of new revenue sources which may become available. The Tentative Plan will be consistent with the requirements of Section 1013.35 Florida Statutes, and include, an inventory of existing school facilities, projected five-year student enrollment projections apportioned by school and geographic area, Florida Inventory of School Housing for each school as approved by the Department of Education, the number of portables in use at each school, the number of portables projected to be in use at each school, five-year capital improvements for pertinent schools, planned new schools, general locations of new schools for the five, ten, and twenty-year time periods, the School District unmet needs and options to reduce the need for additional permanent student stations. The Tentative Plan will also include a financially feasible district facilities work program for a five year period. The County and Municipalities shall review the Tentative Plan and send written comments to the Superintendent ~~no later than July 31, within 30 days~~ after receipt of the draft Tentative Plan, on the consistency of the Tentative Plan with the local comprehensive plan, and whether a comprehensive plan amendment will be necessary for any proposed educational facility for consideration prior to the final adoption hearing.
- 4.5 ~~No later than the 15th of each month~~ Quarterly, the County will provide by correspondence to the Superintendent, the list of all residential plat(s) granted approval by the Broward County Commission during that preceding quartermonth. At a minimum, the information shall contain the plat name, plat number, residential type, number of units and date of approval. If no plat was approved during the quartermonth, the County will send correspondence indicating so.

SECTION 4. Article VII, Plan Review; Consistency Determination, Section 7, is hereby amended as follows:

Section 7

- 7.3 As a part of its development review process, the County and Municipalities agree to provide a copy of comprehensive plan amendment and rezoning applications (including the allocation of flexibility/reserve units) that could increase residential density to the Superintendent. At a minimum, the information provided shall include the name of the applicant, application/project number, project name, current and proposed use, existing and proposed land use or zoning designation, existing permitted and proposed and type of units, acreage, survey or location map and section, township and range and the anticipated date the local planning agency may consider this item if such date is determined at the time the information is provided. The County or Municipalities shall provide the deadline for receiving comments from the Superintendent; however, the time provided to the Superintendent for submitting such comments shall be no less than forty-five (45) days from the date the information is provided to the Superintendent. If no deadline is provided together with the information, then the Superintendent shall provide comments no later than forty-five (45) days after receipt of the information. Further, the County or Municipalities will provide written quarterly reports ~~notify in writing~~ to the Superintendent when the application receives final approval from the governing body.
- 7.10 In reviewing and approving comprehensive plan amendments and rezonings (including the allocation of flexibility/reserve units), the County and Municipalities may consider the following issues consistent with applicable governmental codes and comprehensive plans in addition to such other criteria as may be applicable or appropriate:
- (a) School Board comments provided pursuant to Chapters 163 and 1013, Florida Statutes which may include, but not be limited to:
1. Available ~~permanent school~~ gross capacity until the end of the 2018/19 school year, and commencing at the beginning of the 2019/20 school year, permanent capacity consistent with the provisions provided herein or planned improvements to increase school capacity;
 2. The provision of school sites and facilities within planned neighborhoods;
 3. Compatibility of land uses adjacent to existing schools and reserved school sites;
 4. The collocation of parks, recreation and neighborhood facilities with school sites;
 5. The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
 6. Traffic circulation plans which serve schools and the surrounding neighborhood;

7. The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools;
8. The inclusion of school bus stops and turnarounds; and
9. The installation of appropriate buffers such as, but not limited to, a solid fence or concrete wall, solid hedges or increased setbacks that will ensure compatibility with the adjacent school for any new development that will be located adjacent to an existing school or an identified future school.

SECTION 5. Article VIII Public School Concurrency Section 8 shall be amended as follows:

Section 8

8.1 Required Amendments For ~~Elements of~~ Public School Concurrency Amendments

- (a) **Initial Comprehensive Plan Amendments Related to the Public School Facilities Element (PSFE) to Satisfy Sections 163.3177 and 163.3180 Florida Statute Requirements:** The amendments to the PSFE and related amendments to the Capital Improvements Element (CIE) and the Intergovernmental Coordination Element (ICE) in the County's and Municipalities comprehensive plans ("school-related element amendments" or school-related element provisions") required to satisfy Sections 163.3177 and 163.3180 Florida Statutes are being adopted into the comprehensive plans of the County and Municipalities concurrently with the execution of this Amended Interlocal Agreement by the County and Municipalities. Some provisions relevant to public schools may remain in the Future Land Use Element or other elements as may be appropriate.
- (b) **Subsequent School-Related Element Amendments:** Thereafter, the experience under the revised comprehensive plans and the School Board of Broward County's adopted Five-Year "District Educational Facilities Plan" (DEFP) shall be reviewed by the County and Municipalities each year, at the Staff Working Group (SWG) meeting to be held no later than March 31, to determine whether updates to the comprehensive plans are required. At the minimum, the School Board's adopted Five-Year DEFP shall be updated annually by the addition of a new fifth year. Any other amendments to the comprehensive plans shall be transmitted in time to allow their adoption concurrently with the update to the School Board's adopted Five-Year DEFP, where feasible.
- (c) **School Board Review of School -Related Element Amendments:** Unless proposed by the School Board, all school- related element amendments shall be

provided by the County to the School Board at least sixty (60) days prior to transmittal (or adoption if no transmittal is required). Municipalities that choose to propose, transmit and adopt identical school-related element amendments as the County shall notify the School Board in writing at least one (1) month prior to its local planning agency (LPA) meeting. Municipalities that choose to propose, transmit and adopt school-related element amendments that are different from the County shall provide the element amendments to the School Board at least sixty (60) days prior to transmittal (or adoption if no transmittal is required). The School Board shall review the school-related element amendments and provide comments, if any, to the relevant local government either (i) in writing at least one (1) week prior to the local planning agency (LPA) meeting on the school-related element amendment, or (ii) by attending and providing comments at the LPA meeting.

- (d) **Countywide Consistency of School-Related Element Amendments:** The County and Municipalities school-related element provisions must be consistent with each other and with the School Board's facilities plan and policies. Each Municipality may choose to adopt all or a portion of the County's school-related element provisions into its comprehensive plan by reference, or it may adopt its own school-related element provisions. If a Municipality adopts its own school-related element provisions, any goal, objective, policy or other provision relevant to the establishment and maintenance of a uniform district-wide school concurrency system shall be substantially the same as its counterpart in the County and Municipalities comprehensive plans. If any school-related element amendment is proposed that affects the uniform district-wide school concurrency system, it shall ~~not~~ only become effective in accordance with Section 14.1 (f) of this Amended Agreement. Once these amendments become effective, then the new requirement shall apply countywide. Each Municipality and the County may adopt the School Board's adopted Five-Year DEFP into its comprehensive plan either by reference or by restatement of the relevant portions of that adopted Five-Year DEFP, but in no event shall a Municipality or the County attempt to modify that adopted Five-Year DEFP. The County and Municipalities agree to coordinate the timing of approval of school-related element amendments, to the extent that it is feasible to do so.
- (e) **Evaluation and Appraisal Report:** In addition to the other coordination procedures provided for in this Amended Interlocal Agreement, at the time of the Evaluation and Appraisal Report (EAR), the County and Municipalities shall schedule at least one (1) SWG meeting with the School Board to address needed updates to the school-related plan provisions.

8.2 Specific Responsibilities

- (a) Broward County and the Municipalities, within 90 days of ~~the~~any comprehensive plan amendments in accordance with this Amended Agreement becoming effective shall amend their respective Land Development Codes (LDC) and adopt the required public school concurrency provisions, consistent with the requirements of this Amended Agreement. Such amendment shall include the public school concurrency management system outlining the development review process for proposed residential developments.
- (b) Broward County and the Municipalities, in accordance with this Amended Agreement shall:
 - 1. Not approve or issue any residential plat or site plan (or functional equivalent) that is not exempted or vested pursuant to Subsection 8.11 of this Amended Agreement until the School District has reported that the school concurrency requirement has been satisfied.
 - 2. Maintain data for approved residential development that was the subject of public school concurrency review. The data shall be provided to the School District ~~no later than 15 days in a quarterly report~~ after final approval of the application by the governing body. At the minimum, the data provided shall include the following:
 - a. Development name, ~~and local government~~ project number, and if known, School District project number;
- (c) The School Board shall do the following:
 - 1. Annually prepare and update its adopted Five-Year DEFP, which for the purposes of public school concurrency shall be considered the financially feasible Five-Year Capital Facilities Plan. The Five-Year Capital Facilities Plan shall reflect the capacity needed to meet the adopted level of service standard (LOS) for ~~the CSAs each pertaining to~~ District elementary, middle and high schools, during the five year period, but no later than the fifth year of the Five-Year Capital Facilities Plan. The data required to demonstrate the achievement and maintenance of the adopted LOS at the elementary, middle and high school level CSAs during the timeframe referenced herein shall be reflected in an LOS Plan contained within each subsequent adopted DEFP.
 - 2. Establish a process to ensure the maximum utilization of permanent capacity at each District elementary, middle and high school and to ensure that the schools are operating at or below the adopted level of service standard (LOS).

3. Commencing October ~~1, 2007~~ 15, 2009, and annually thereafter ~~by October 1,~~ provide the County and Municipalities with the required School District data related to public school concurrency, and related analysis needed to amend or annually update their comprehensive plans.
4. Review proposed plat and site plan (or functional equivalent) applications for compliance with public school concurrency requirements.
5. As a component of the District's public school concurrency management system, maintain data regarding available capacity at ~~each the District's~~ elementary, middle and high school within each CSAs after factoring the student impact anticipated from the proposed residential development into the database.

8.5 Comprehensive Plans - Development, Adoption and Amendment of the Capital Improvements Element

- (b) Any amendment, correction or modification to the adopted Five-Year DEFP concerning costs, revenue sources, or acceptance of facilities pursuant to dedications or proportionate share mitigation, once adopted by the School Board, shall be transmitted by the School District to the County and Municipalities within forty-five (45) days after the adoption. ~~Within one hundred eighty (180) days, the~~ The County and Municipalities shall amend their CIE to reflect the changes consistent with the annual update required by the State to their CIE. Such amendments may be accomplished by ordinance, and shall not be considered amendments to the comprehensive plan, pursuant to Section 163.3177 (6)(b)(1), Florida Statutes.

8.10 Level of Service Standard (LOS)

- (a) In order to ensure that the capacity of schools is sufficient to support student growth, the School Board, County and Municipalities hereby declare and establish the LOS as 100% of gross capacity (with relocatable classrooms) for each CSA until the end of the 2018/19 school year; and commencing at the 2019/20 school year, the LOS for each CSA shall be 110% of the permanent FISH capacity ~~for each concurrency service area~~. By January 2014 the Oversight Committee, in coordination with the School Board, the County and the Municipalities will assess the viability of the 100% gross capacity LOS, and the practicability of reverting back to 110% permanent FISH capacity LOS at the beginning of the 2019/20 school year. The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements. To maintain the adopted LOS when it reverts to back to 110% permanent FISH capacity for each CSA, the School Board

may if necessary, utilize relocatable classrooms (portables) on a temporary basis as an operational solution during the replacement or expansion of District school facilities, or at Exceptional Student Education cluster sites, or in the case of a disaster or emergency.

- (b) The LOS shall be adopted and incorporated into the PSFE of Broward County and the Municipalities' Comprehensive Plans.
- (c) In the review of proposed development applications containing residential units, the LOS for schools containing magnet programs shall be considered the same as stated for each pertinent school level (elementary, middle and high).

8.11 Exemptions and Vested Development

- (b) The following residential plats and site plans (or functional equivalent) shall be vested from the requirements of public school concurrency:

~~3.3.~~ Any residential site plan (or functional equivalent) which is included within a residential plat or development agreement for which school impacts have been satisfied for the dwelling units included in the proposed site plan (or functional equivalent). Information regarding each residential site plan (or functional equivalent) shall be transmitted to the School District in a quarterly report. In the transmittal of such residential site plan (or functional equivalent) to the School District, the County or Municipality ~~shall state in the transmittal or shall~~ provide additional written information as required in the quarterly report indicating to verify that the units in the application are vested. The County will provide the necessary information to the School Board and Municipalities to identify the vested plats and further specifics to be contained in the adopted land development regulations. As applicable, the Municipalities shall utilize the information provided by the County regarding the vested plat to complete information as required in the quarterly report.

8.13 Review Process

- (f) Utilization Determination
 - 1. It shall be the responsibility of the School District to maintain the CSA boundaries and related data.
 - 2. The School District shall determine the impact of a proposed development to assigned school(s) by performing the following procedures:

- (i.) Deduct the Twentieth Day Enrollment numbers from the school's ~~permanent FISH-LOS~~ capacity. The Twentieth Day count is effective on the twentieth day of the school year until the nineteenth day of the next school year.
 - (ii.) Add or deduct capacity from capital projects over the next three years as reflected in the Adopted DEFP, which may include capacity from a new school in an approved boundary that will become effective in the next school year.
 - (iii.) Deduct the number of students from development approved per Subsections 8.11(b) and 8.13(g) of this Amended Agreement and anticipated to be built within the next three years.
 - (iv.) Deduct the number of students generated from the proposed project.
3. If it is determined that there is no ~~permanent~~ capacity at the assigned school(s) as determined by the procedure described in Subsection 8.13(f)2 above because the projected growth from a residential development causes the adopted LOS to be exceeded in the subject CSA, the School District may, if practical, utilize pertinent options delineated in School Board Policy 5000, to be amended consistent with this Amended Agreement and as may be amended from time to time to ensure maximum utilization at the CSA. Otherwise, all of the CSAs immediately adjacent to the primary impacted CSA will be examined for available capacity before a determination letter is issued indicating that the development has satisfied public school concurrency.

(g) Issuance and Term of Public School Concurrency

4. Upon final action by the Local Government regarding the development, the Local Government shall ~~send~~ provide information in the written notice quarterly report to the School District indicating that the development was granted final approval or denied. If the plat, site plan (or functional equivalent) received final approval, the development and anticipated students shall be considered vested for up to five (5) years consistent with the period of the underlying approval beginning from the date the Developer received final approval from the Local Government. Vesting of a plat beyond the five years requires that one of the following conditions are met within the five (5) year period: 1) the issuance of a building permit for a principal building and first inspection approval or 2) substantial completion of project water lines, sewer lines and the rock base for internal roads. If the development was denied, the District shall deduct from its database, students associated with the development. Information provided shall be consistent with requirements stated in Subsection 8.2 of this Amended Agreement.

8.15 Proportionate Share Mitigation Options

Once it is determined consistent with Sections 8.13 (e) and (f) of this Amended Agreement that there is insufficient capacity at the assigned school(s) to serve the proposed development, a development's total proportionate share mitigation value shall be determined as follows:

- (i.) The number of additional (deficit) students generated by the proposed development that would impact school(s) exceeding the adopted LOS, or that would cause the assigned school(s) to exceed the adopted LOS, multiplied by the Florida Student Station Cost Factors for each school type; plus
- (ii.) That development's share of the land acquisition cost for school sites, if any, as determined and published annually in the adopted Five Year DEFP.

No land cost shall be applied to mitigation on property that is already owned or controlled by the School District at the time the proportionate share mitigation agreement is being executed. Relocatable classrooms or facilities shall not be considered or accepted as an acceptable proportionate share mitigation option.

- (a) The proportionate share mitigation proposed to address the deficit student station(s) at the affected school(s) shall equate to at least one permanent classroom when the following occurs: (i) The development generates the need for the additional capacity and that capacity is not available; (ii) No classroom additions are available within the first three years of the adopted Five-Year DEFP to accommodate the student(s) generated; and/or (iii) No School District funds are available to provide the needed classroom(s). Mitigation to address the anticipated student impact that necessitate the need for school site(s) shall primarily be the dedication of land. The proportionate share mitigation options to satisfy public school concurrency requirements shall include the following:
- (b) In no circumstance shall the total amount committed to pay for permanent classroom additions or any of the listed mitigation options be less than the school impact fees due for the units as calculated based on the adopted school impact fee schedule specified in the BCLDC and due for the units ~~as of the effective date of the application for building permit~~ at the time of payment. The school impact fee due for the project shall be considered included in the total proportionate share mitigation amount due or paid, and shall be credited toward the payment of the school impact fee. Specifics regarding the payment of the proportionate share mitigation shall be included within the binding agreement.

SECTION 6. Article XIV, Amendment Procedures, Section 14, shall be amended as follows:

Section 14

14.1 Process to Amend the Interlocal Agreement

The procedures to amend this Amended Agreement shall be as follows:

- (a) The party wishing to amend one or more of the above-listed items shall be the "Initiating Party." The Initiating Party may be the School Board, County, or Municipality subject to the requirements of public school concurrency.
- (b) The Staff Working Group shall review ~~and comment on a~~ the proposed amendment and supporting data and analysis.
- (c) The Initiating Party shall submit the proposed amendment to the Staff Working Group. At the minimum, information submitted shall include:
 1. A ~~memorandum-letter~~ addressed to the Chair of the Oversight Committee which notifies the chair of the proposal to amend the Amended Agreement and outlining the proposed amendment~~(s)~~;
 2. A narrative describing the purpose of the proposed amendment and a statement regarding the impact of the proposed amendment on the School Board's Plan and adopted Five-Year DEFP, and the Local Government's Comprehensive Plan and other elements of public school concurrency addressed by this Amended Agreement.
 3. The ~~memorandum-submitted information~~ must also include all data and analysis supporting the proposed amendment. As necessary, the School District will assist the County and Municipalities in the provision of any school related data regarding amendment(s) proposed by them.
- (d) Within sixty (60) days of receipt of a proposed amendment from the Initiating Party, the Staff Working Group shall review the proposed amendment and supporting data and analysis, and provide ~~any~~ written ~~comments or objections~~ recommendation to the ~~Initiating Party, the School Board, County, Municipalities and the Oversight Committee~~ regarding the proposed amendment. on ~~Included in the recommendation shall be~~ whether the proposed amendment is consistent with the Comprehensive Plan as required by Sections 163.3177 and 163.3187, F.S. If the proposed amendment is not consistent with the requirements of the cited statutes, The ~~the~~ Staff Working Group shall indicate in its recommendation the ~~written comments on whether it consents to the proposed amendment or, if it does~~

~~not, the reasons for withholding its consent~~ reasons for the inconsistency with the cited statutes. The Staff Working Group's ~~recommendation shall be forwarded to~~ Upon receipt of the Staff Working Group's recommendation, the Oversight Committee ~~who~~ shall meet and make a final recommendation to the School Board, the County and the Municipalities regarding the proposed amendment. In order to resolve any objections to the proposed amendment, designees of the Initiating Party may meet and confer with the Staff Working Group prior to the Staff Working Group's ~~submission of written comments to the School Board, County, Municipalities and recommendation to~~ the Oversight Committee.

- (e) ~~If the Staff Working Group is unable to consent to the proposed amendment, the matter will be forwarded to the Oversight Committee for resolution.~~ If the Oversight Committee cannot reach a consensus on the matter proposed amendment, the matter shall be resolved pursuant to the dispute resolution process set forth in Article X of this Amended Agreement.
- (f) The parties agree that no proposed amendment will be implemented without the ~~consent of transmittal of~~ the Staff Working Group's recommendation to the Oversight Committee, the final recommendation made by the Oversight Committee, and agreed to by the County and the School Board, and at least seventy-five percent (75%) of the Municipalities which include at least fifty percent (50%) of the population within Broward County. Where the consent of the necessary parties to the Interlocal Agreement is not obtained, no proposed amendment will be implemented unless it is determined to be appropriate through the dispute resolution process set forth in Article X of this Amended Agreement.
- (g) The parties agree that, once a proposed amendment has the required consent of each of the necessary signatories to the Amended Agreement or is determined to be appropriate through dispute resolution, each party will undertake work program, Comprehensive Plan, and regulatory changes necessary to effectuate the amendment.

SECTION 7. Except as expressly set forth herein, all terms and conditions of the Interlocal Agreement, and the Amended Interlocal Agreement remain in full force and effect.

SECTION 8. This Second Amended Interlocal Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 9. Upon this Second Amendment being signed by the last required party, this Second Amendment to the Interlocal Agreement shall take effect immediately and shall continue until terminated.

SECTION 10. All other terms, provisions and conditions of the Interlocal Agreement and the Amended Interlocal Agreement not inconsistent herewith shall remain in full force and effect. In the event of a conflict between these Agreements and this Second Amendment, the terms of this Second Amended Agreement shall control and prevail. Any term utilized in this Second Amendment but not defined herein shall have the meaning ascribed to it in the Interlocal Agreement and the Amended Interlocal Agreement.

IN WITNESS WHEREOF, this Second Amended Interlocal Agreement has been executed on the respective dates under each signature by and on behalf of Broward County, each of the respective Municipalities and the School Board of Broward County, Florida on this _____ day of _____, 2010.

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SIGNATURE PAGES FOLLOW.]

Signature Pages

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Jennifer Leonard Gottlieb,
School Board Chair

Witness as to all Signatories
Print Name _____

ATTEST: _____
James F. Notter, Superintendent
Of Schools

Witness as to all Signatories
Print Name _____

(CORPORATE SEAL)

State of Florida, Broward County

WITNESS my hand and official seal this _____ day of _____ A.D. 2010

Print Name _____ (AFFIX NOTARY SEAL)

My Commission Expires: _____

Approved as to form and legal content: _____
Edward J. Marko, School Board Attorney

BROWARD COUNTY through its Mayor, authorized to execute same by Board action on the __ day of _____, 2010.

ATTEST:

BROWARD COUNTY, by and through its
BOARD OF COUNTY COMMISSIONERS

Broward County Administrator, as
Ex-officio Clerk of the Broward
County Board of County Commissioners

By: _____
Ken Keechl, Mayor

_____ Day of _____, 2010.

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Assistant County Attorney

CITY OF COCONUT CREEK through its Mayor, authorized to execute same by Commission action on the _day of _____, 2010.

(CITY SEAL)

CITY OF COCONUT CREEK
a Florida municipal corporation

By: _____
David Rivera, City Manager

ATTEST:

By: _____
Barbara S. Price, CMC
City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Paul S. Stuart, City Attorney

CITY OF COOPER CITY through its Mayor, authorized to execute same by Commission action on the __day of _____, 2010.

CITY OF COOPER CITY, FLORIDA

By: _____
Debby Eisinger, Mayor

_____ Day of _____, 2010.

ATTEST:

By: _____
Susan Poling, City Clerk

APPROVED AS TO FORM:

By: _____
David M. Wolpin, City Attorney

CITY OF CORAL SPRINGS through its Mayor, authorized to execute same by Commission action on the _day of _____, 2010.

CITY OF CORAL SPRINGS, a
Municipal corporation organized
and existing under the laws of
the State of Florida

By: _____
Scott J. Brook, Mayor

_____ Day of _____, 2010

ATTEST:

APPROVED AS TO FORM:

By: _____
Peter Richardson, City Clerk

By: _____
Samuel S. Goren, City Attorney

CITY OF DANIA BEACH through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2010.

ATTEST:

CITY OF DANIA BEACH,
a Florida municipal corporation

LOUISE STILSON
CITY CLERK

BY: _____
ANNE CASTRO
MAYOR-COMMISSIONER

BY: _____
ROBERT BALDWIN
CITY MANAGER

APPROVED FOR FORM
AND CORRECTNESS:

BY: _____
THOMAS J. ANSBRO, ESQUIRE
CITY ATTORNEY

TOWN OF DAVIE through its Mayor, authorized to execute same by Council action on the _____ day of _____, 2010.

TOWN OF DAVIE, FLORIDA

WITNESSES:

By: _____
Judy Paul, Mayor/Councilmember

ATTEST:

By: _____
Gary Shimun, Town Administrator

By: _____
Russell Muniz, Town Clerk

APPROVED AS TO FORM:

By: _____
, Town Attorney

CITY OF DEERFIELD BEACH through its Mayor, authorized to execute same by Commission action on the __day of _____, 2010.

CITY OF DEERFIELD BEACH, FLORIDA

Peggy Noland, Mayor

Attest _____ (Seal)
Ada Graham-Johnson, City Clerk

Approve as to Form

Andy Maurodis, City Attorney

CITY OF FORT LAUDERDALE through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2010.

WITNESSES:

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By: _____
John P. Seiler, Mayor

By: _____
George Gretsas, City Manager

ATTEST:
By: _____
Jonda K. Joseph, City Clerk

Approved as to form:

By: _____
Harry A. Stewart, City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____, 2010, by John P. Seiler, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did take an oath.

(SEAL) By: _____
Notary Public, State of Florida

STATE OF FLORIDA:
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____, 2010, by George Gretsas, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did take an oath.

(SEAL) By: _____
Notary Public, State of Florida

CITY OF HALLANDALE BEACH through its Mayor, authorized to execute same by Commission action on the ____day of _____, 2010.

ATTEST:

CITY OF HALLANDALE BEACH, FLORIDA

By: _____
JIM BUSCHMAN,
CITY CLERK

By: _____
MAYOR JOY COOPER

APPROVED AS TO FORM:

DAVID JOVE, CITY ATTORNEY

CITY OF HOLLYWOOD through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2010.

CITY OF HOLLYWOOD, FLORIDA

Attest: _____ (Seal)

BY: _____
Patricia A. Cerny, MMC
City Clerk

BY: _____
Peter Bober, Mayor

Approved as to form and legality
For the use and reliance of the
City of Hollywood, Florida, only.

BY: _____
Jeffrey Sheffel, City Attorney

TOWN OF LAUDERDALE-BY-THE-SEA through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2010.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

By: _____
ROSEANN MINNET, MAYOR

ATTEST;

By: _____
JUNE WHITE, TOWN CLERK

APPROVED AS TO FORM:

By: _____
SUSAN L. TREVARTHEN, TOWN ATTORNEY

CITY OF LAUDERDALE LAKES through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2010.

CITY OF LAUDERDALE LAKES

By: _____
BARRINGTON A. RUSSELL, SR., MAYOR

ATTEST:

By: _____
HAZELINE F. CARSON, CITY CLERK

Signed, sealed and delivered in
The presence of:

Witness Signature

Printed Name

Witness Signature

Printed Name

CITY OF LAUDERHILL through its City Manager, authorized to execute same by Commission action on the ____ day of _____, 2010.

CITY OF LAUDERHILL, FLORIDA

By: _____
Charles Faranda, City Manager

ATTEST _____
City Clerk, Andrea Anderson

(Seal)

APPROVED AS TO FORM:

By: _____
W. Earl Hall, City Attorney

CITY OF LAZY LAKE through its Mayor, authorized to execute same by Council action on the _____ day of _____, 2010.

WITNESSES:

CITY OF LAZY LAKE

By: _____
Joe Fodera, Mayor-Commissioner

_____ Day of _____, 2010.

ATTEST:

By: _____
City Clerk

By: _____
Joseph Lamberti, Village Clerk

_____ Day of _____, 2010.

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF MARGATE through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2010.

ATTEST:

CITY OF MARGATE, FLORIDA

By: _____
CITY CLERK LESLIE MAY

By: _____
ARTHUR BROSS, MAYOR

By: _____
FRANK PORCELLA
CITY MANAGER

APPROVED AS TO FORM:

By: _____
EUGENE M. STEINFELD
CITY ATTORNEY

CITY OF MIRAMAR through its Mayor, Lori C. Moseley, authorized to execute same by Commission action on the ____day of _____, 2010.

WITNESSES:

CITY OF MIRAMAR

ATTEST:

Yvette M. McLeary, City Clerk

BY: _____
Robert A. Payton, City Manager

_____ Day of _____, 2010.

(CORPORATE SEAL)

APPROVED AS TO FORM:

BY: _____
City Attorney

CITY OF NORTH LAUDERDALE through its Mayor, authorized to execute same by Commission action on the ____day of _____, 2010.

CITY OF NORTH LAUDERDALE, a
Florida Municipal Corporation

By: _____
Ambreen Bhatti, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Patricia Vancheri, City Clerk

By: _____
Samuel S. Goren, City Attorney

CITY OF OAKLAND PARK through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2010.

CITY OF OAKLAND PARK
a Florida municipal corporation

By: _____
STEVE R. ARNST, MAYOR

ATTEST:

By: _____
JANETTE M. SMITH, CMC, CITY CLERK

APPROVED AS TO FORM:

By: _____
DONALD J. DOODY, CITY ATTORNEY

CITY OF PARKLAND through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2010.

CITY OF PARKLAND

WITNESSES:

By: _____

By: _____

MAYOR MICHAEL UDINE

____ Day of _____, 2010.

By: _____

ATTEST:

By: _____

City Clerk, Sandra Couzzo

By: _____

City Manager, Caryn Gardner Young

____ Day of _____, 2010.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By: _____

City Attorney Andrew Maurodis

TOWN OF PEMBROKE PARK through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2010.

TOWN OF PEMBROKE PARK

ATTEST:

By: _____
Georgina Cohen
Clerk Commissioner

By: _____
Emma Shoaff
Mayor-Commissioner

CITY OF PEMBROKE PINES through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2010.

ATTEST:

CITY OF PEMBROKE PINES, FLORIDA

By: _____
JUDITH NEUGENT, CITY CLERK

By: _____
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CITY OF PLANTATION through its Mayor, authorized to execute same by Council action on the _____ day of _____, 2010.

Signed, sealed and delivered in the presence of:

CITY OF PLANTATION

Attest _____
Susan Slattery, City Clerk

Witness:

By: _____
Rae Carole Armstrong, Mayor

Typed Name of Witness

As to legal form:

Witness:

By: _____
Donald J. Lunny, Jr.
City Attorney

Typed Name of Witness

CITY OF POMPANO BEACH through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2010.

Witness:

CITY OF POMPANO BEACH

By: _____
Signature

By: _____
Lamar Fisher, Mayor

By: _____
Signature

By: _____
CITY MANAGER

Attest:

By: _____
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As to Form:

By: _____
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____ as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

TOWN OF SOUTHWEST RANCHES through its Mayor, authorized to execute same by Council action on the __ day of _____, 2010.

TOWN OF SOUTHWEST RANCHES, FLORIDA

By: _____
JEFF NELSON, MAYOR

ATTEST:

By: _____
CHARLES H. LYNN, TOWN ADMINISTRATOR

By: _____
DEBRA DORE'-THOMAS, TOWN CLERK

APPROVED AS TO FORM AND CORRECTNESS

By: _____
GARY A. POLIAKOFF, TOWN ATTORNEY

CITY OF SUNRISE through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2010.

CITY OF SUNRISE, FLORIDA

BY: _____
Roger B. Wishner, Mayor

This __ day of _____, 2010.

AUTHENTICATION:

Felicia M. Bravo, City Clerk

(SEAL)

Approved as to Form and Legal Sufficiency
Office of the City Attorney, Sunrise, Florida.

Stuart R. Michelson, City Attorney
10770 West Oakland Park Boulevard

Sunrise, FL 33351
Telephone: (954) 746-3300

BY: _____
Stuart R. Michelson

CITY OF TAMARAC through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2010.

CITY OF TAMARAC

By: _____
Beth Flansbaum-Talabisco, Mayor

Date: _____

ATTEST: _____

By: _____
Marion Swenson, CMC

Date: _____

By: _____
Jeffrey L. Miller, City Manager

Date: _____

Approved as to form and legal
Sufficiency:

By: _____
Samuel S. Goren, City Attorney

CITY OF WESTON through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2010.

CITY OF WESTON, through its
City Commission

ATTEST:

Patricia A. Bates, City Clerk

By: _____
Eric M. Hersh, Mayor

_____ day of _____, 2010.

BY: _____
John R. Flint, City Manager

_____ day of _____, 2010.

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

BY: _____
Jamie Alan Cole, City Attorney

(CITY SEAL)

_____ day of _____, 2010.

CITY OF WEST PARK through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2010.

CITY OF WEST PARK, through its
City Commission

ATTEST:

Esther Coulson, City Clerk

By: _____
Eric H. Jones, Jr., Mayor

_____ day of _____, 2010.

BY: _____
Russell Benford, City Administrator

_____ day of _____, 2010.

Approved as to form and legality
for the use of and reliance by the
City of West Park only:

BY: _____
Burnadette Norris-Weeks, City Attorney

(CITY SEAL)

_____ day of _____, 2010.

CITY OF WILTON MANORS through its Mayor, authorized to execute same by Council action on the ____ day of _____, 2010.

CITY OF WILTON MANORS, FLORIDA

By: _____
GARY RESNICK, MAYOR

ATTEST:

APPROVED AS TO FORM:

By: _____
CITY CLERK

By: _____
KERRY EZROL,
CITY ATTORNEY

Level of Service at 110% of Permanent Capacity 2014-15

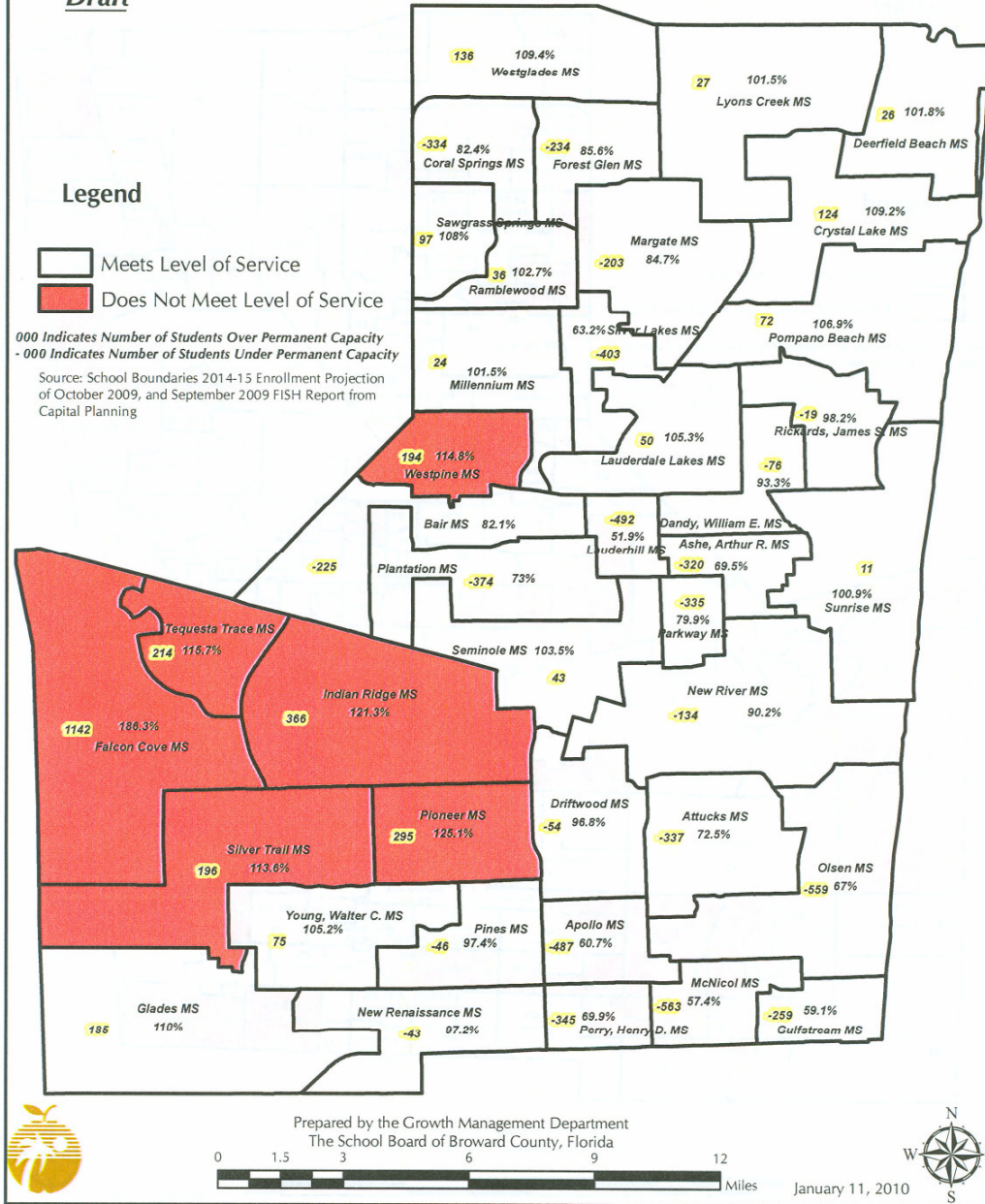
2009-2010 Middle School Boundaries

Draft

Legend

- Meets Level of Service
- Does Not Meet Level of Service

000 Indicates Number of Students Over Permanent Capacity
 -000 Indicates Number of Students Under Permanent Capacity
 Source: School Boundaries 2014-15 Enrollment Projection of October 2009, and September 2009 FISH Report from Capital Planning



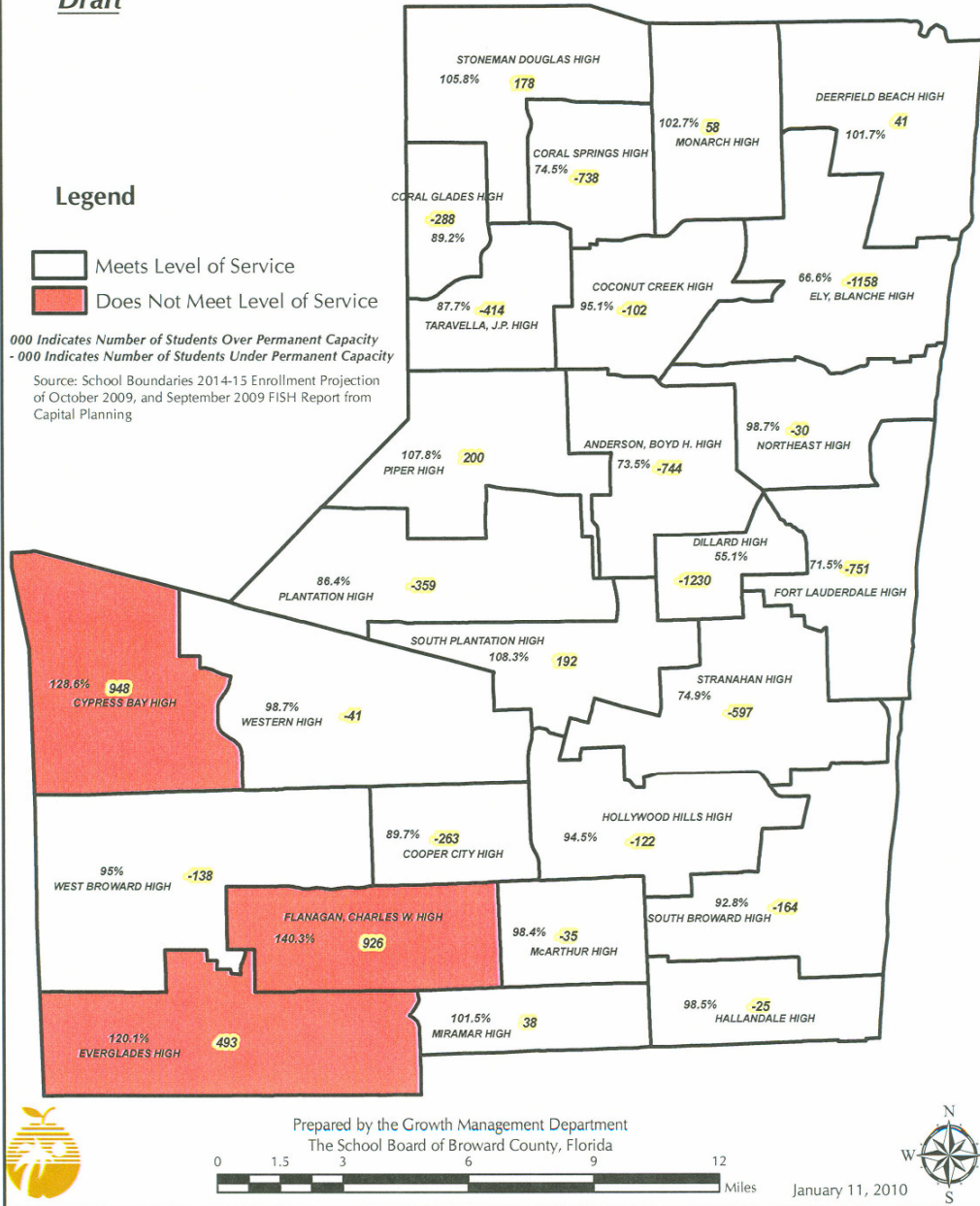
Level of Service at 110% of Permanent Capacity 2014-15 2009-2010 High School Boundaries

Draft



Legend

- Meets Level of Service
- Does Not Meet Level of Service

000 Indicates Number of Students Over Permanent Capacity
- 000 Indicates Number of Students Under Permanent Capacity
Source: School Boundaries 2014-15 Enrollment Projection of October 2009, and September 2009 FISH Report from Capital Planning



Legend

-  Schools at or below
100% Gross Capacity
-  Schools above
100% Gross Capacity

Source: School Boundaries 2014-15 Enrollment Projections of October 2009, and September 2009 FIS H Report from Capital Planning

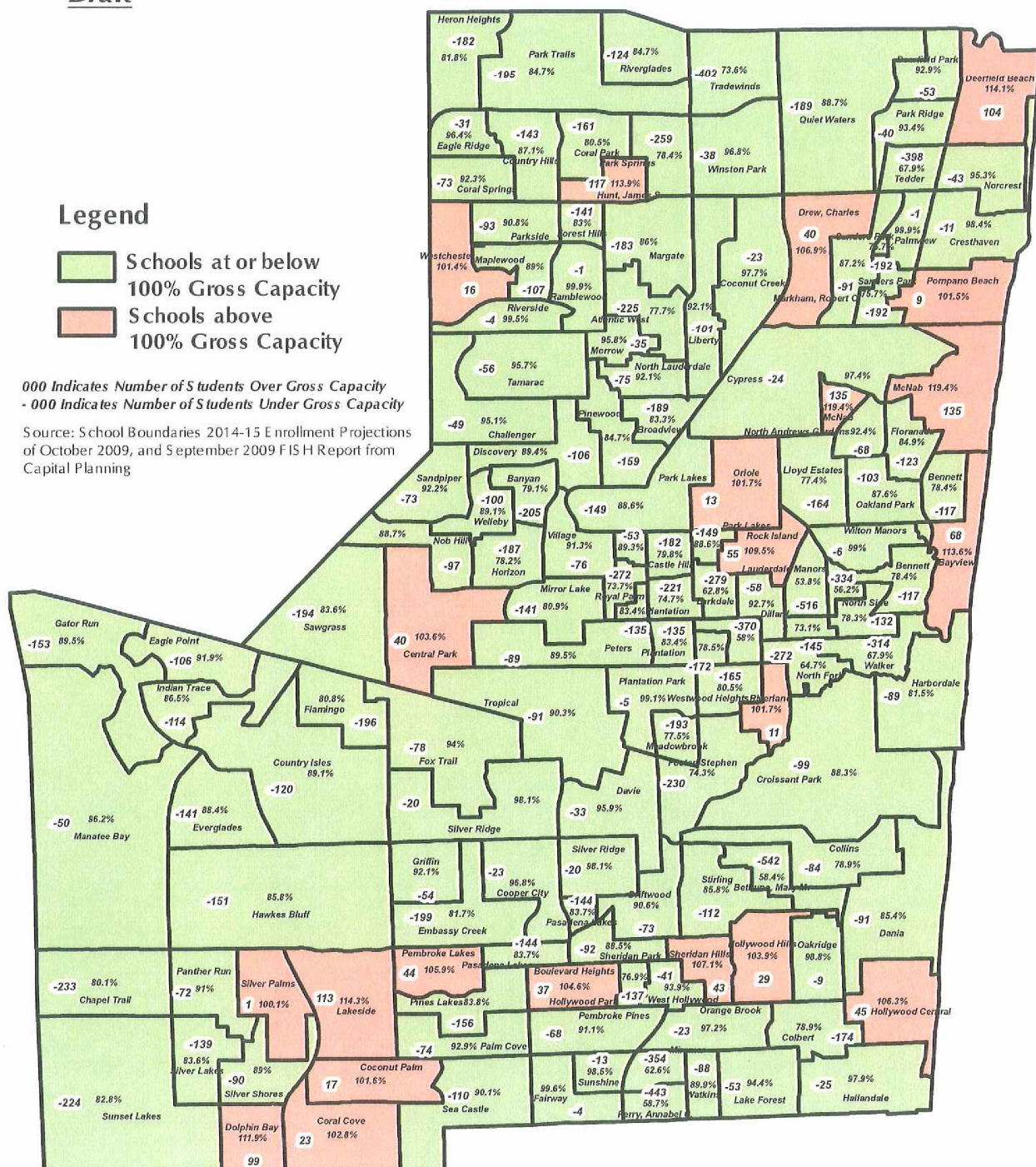


Figure 1 is a horizontal bar chart titled "THE HOUSEHOLD OF EDWARD COUNTY, ILLINOIS". The x-axis is labeled "Number of Children" and ranges from 0 to 12 with major tick marks at 0, 1.5, 3, 6, 9, and 12. The y-axis represents the percentage of households. The bars show the following approximate percentages: 0 children (35%), 1 child (25%), 2 children (15%), 3 children (10%), 4 children (5%), 5 children (3%), 6 children (2%), 7 children (1%), 8 children (1%), 9 children (1%), 10 children (1%), 11 children (1%), and 12 children (1%).



December 15, 2009

Level of Service at 100% of Gross Capacity 2014-15 2009-2010 Middle School Boundaries

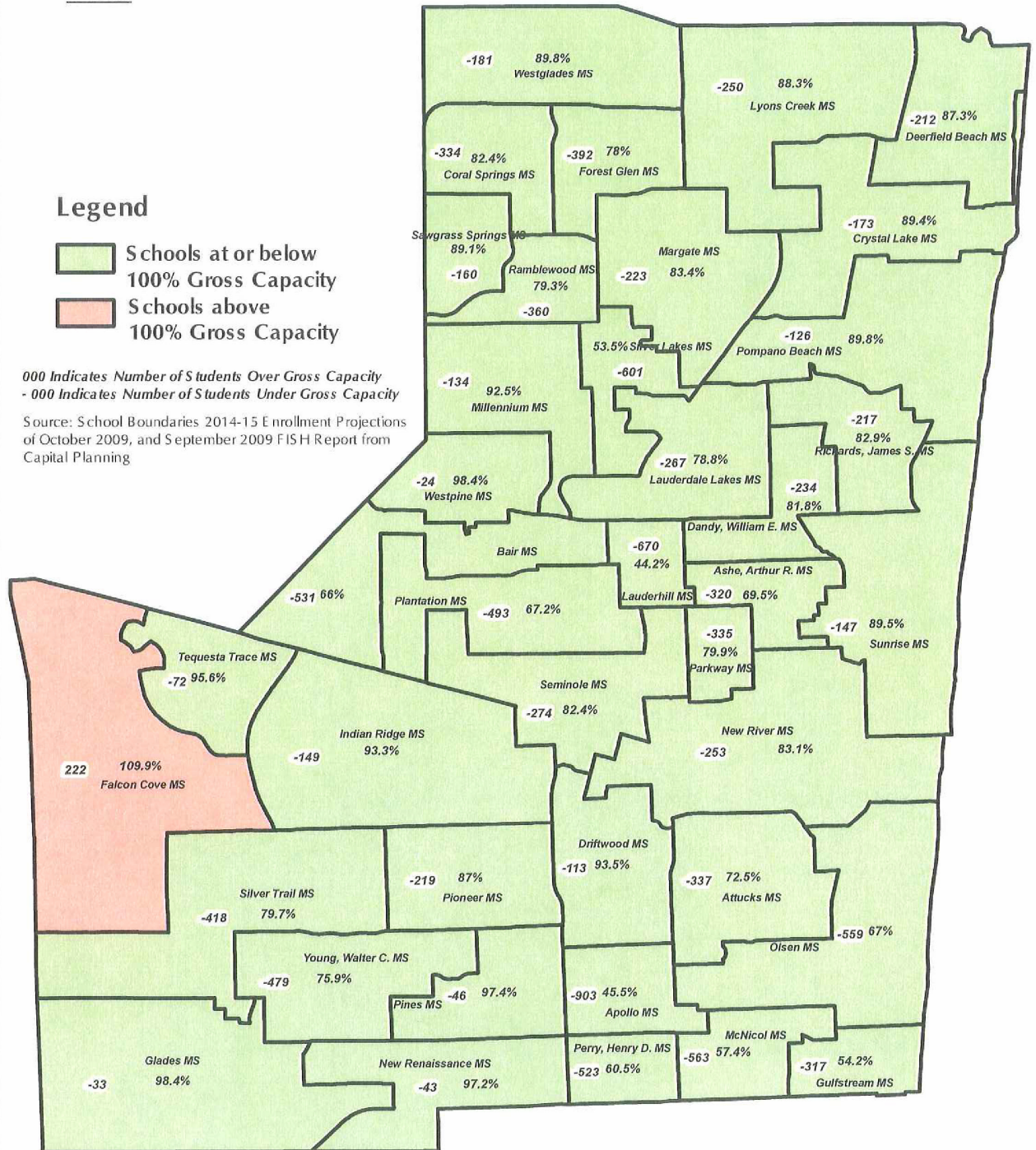
Draft

Legend

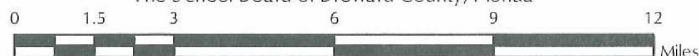
- Schools at or below 100% Gross Capacity
- Schools above 100% Gross Capacity

000 Indicates Number of Students Over Gross Capacity
- 000 Indicates Number of Students Under Gross Capacity

Source: School Boundaries 2014-15 Enrollment Projections of October 2009, and September 2009 FISH Report from Capital Planning



Prepared by the Growth Management Department
The School Board of Broward County, Florida



December 15, 2009



Level of Service at 100% of Gross Capacity 2014-15 2009-2010 High School Boundaries

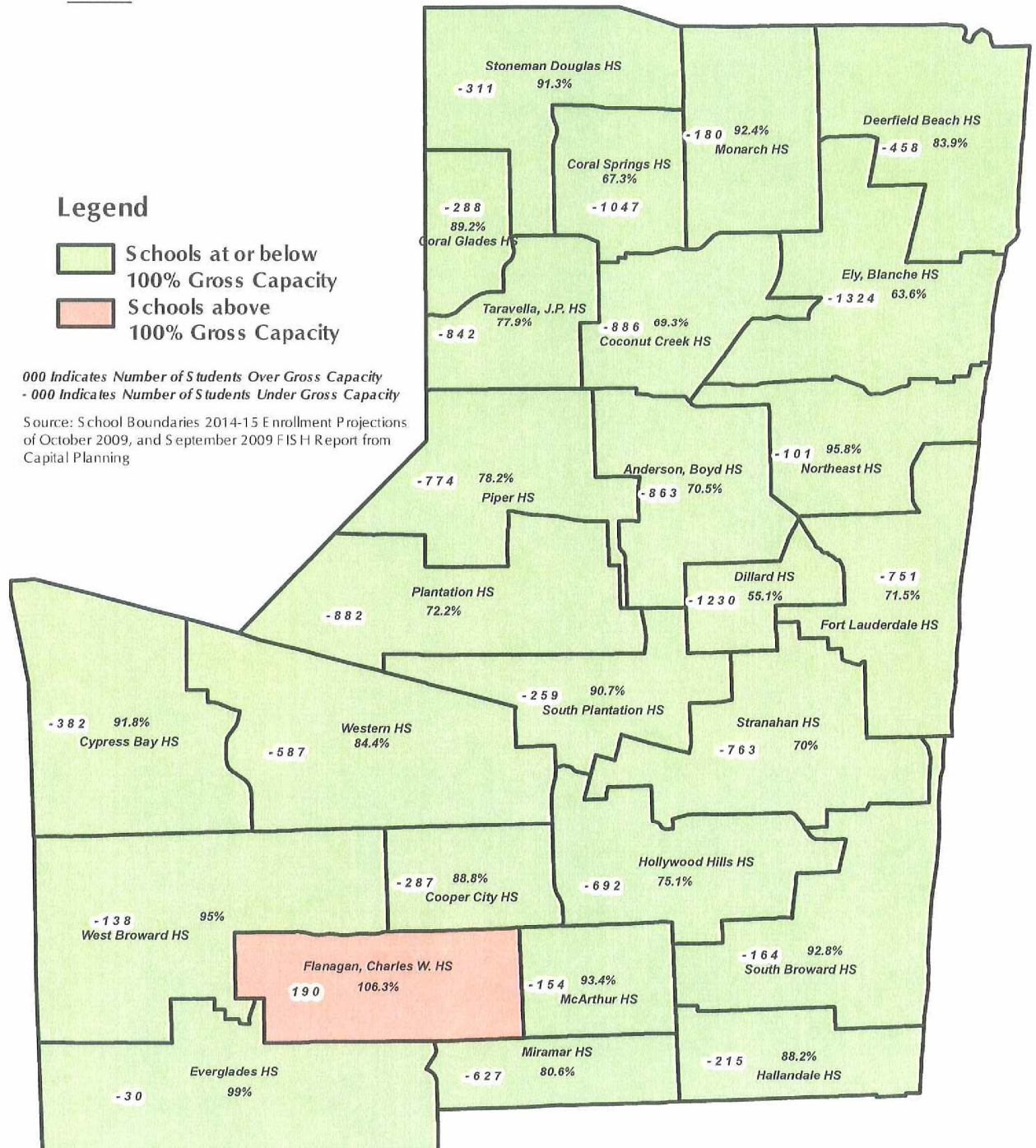
Draft

Legend

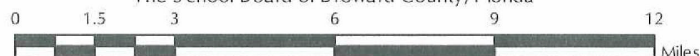
- Schools at or below 100% Gross Capacity
- Schools above 100% Gross Capacity

000 Indicates Number of Students Over Gross Capacity
- 000 Indicates Number of Students Under Gross Capacity

Source: School Boundaries 2014-15 Enrollment Projections of October 2009, and September 2009 FISH Report from Capital Planning



Prepared by the Growth Management Department
The School Board of Broward County, Florida



December 15, 2009






Level of Service at 100% of Gross Capacity 2014-15

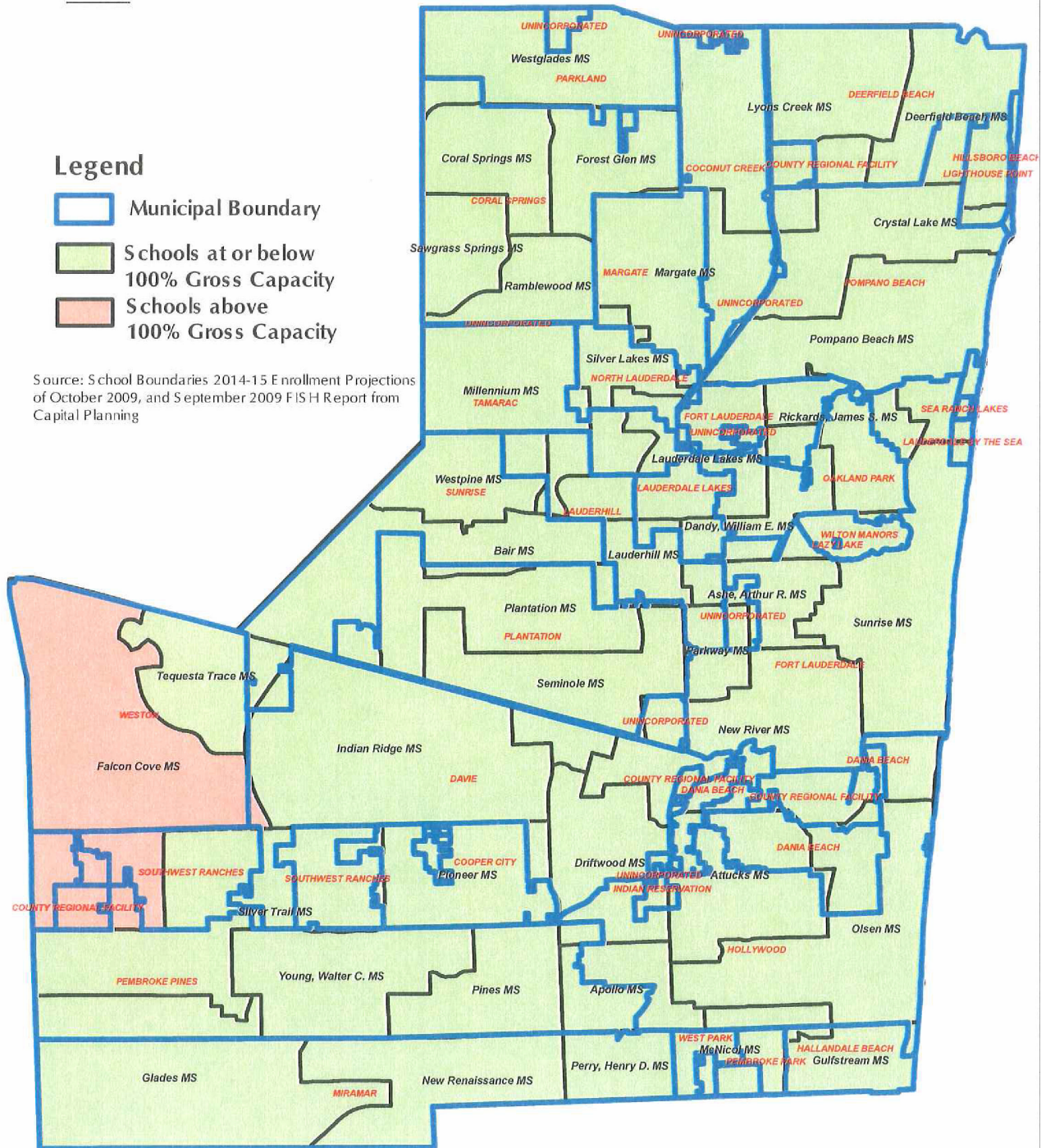
2009-2010 Middle School Boundaries with Municipal Boundaries

Draft

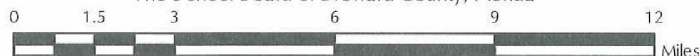
Legend

-  Municipal Boundary
-  Schools at or below 100% Gross Capacity
-  Schools above 100% Gross Capacity

Source: School Boundaries 2014-15 Enrollment Projections of October 2009, and September 2009 FISH Report from Capital Planning



Prepared by the Growth Management Department
The School Board of Broward County, Florida






December 18, 2009



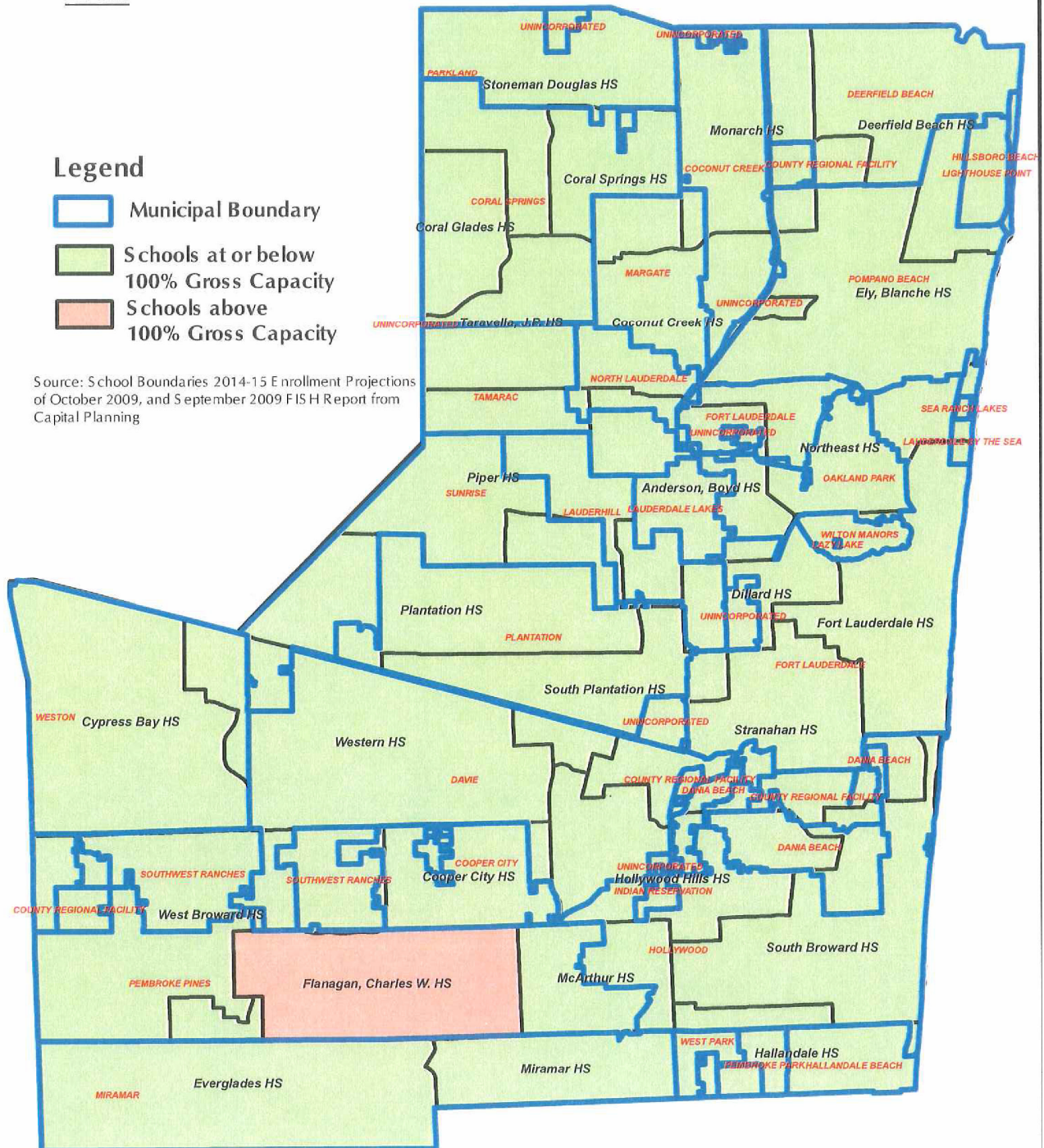
Level of Service at 100% of Gross Capacity 2014-15 2009-2010 High School Boundaries with Municipal Boundaries

Draft

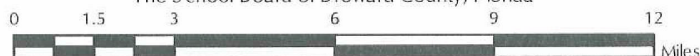
Legend

-  Municipal Boundary
-  Schools at or below 100% Gross Capacity
-  Schools above 100% Gross Capacity

Source: School Boundaries 2014-15 Enrollment Projections of October 2009, and September 2009 FIS H Report from Capital Planning



Prepared by the Growth Management Department
The School Board of Broward County, Florida



December 18, 2009

**THE OVERSIGHT COMMITTEE
FOR
THE IMPLEMENTATION OF THE AMENDED INTERLOCAL AGREEMENT FOR PUBLIC
SCHOOL FACILITY PLANNING, BROWARD COUNTY, FLORIDA
600 SE 3rd Avenue, 8th Floor
Telephone: 754-321-2177 Fort Lauderdale, Florida 33301 Fax: 754-321-2179**

January 22, 2010

Gary Shimun, Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314

RE: **Oversight Committee Recommendation on the Proposed Second Amended Interlocal Agreement for Public School Facility Planning**

Dear Mr. Shimun:

The purpose of this correspondence is to inform you that pursuant to Article XIV (Amendment Procedures) of the Amended Interlocal Agreement for Public School Facility Planning (ILA), the Oversight Committee on January 13, 2010 reviewed the proposed Second Amended ILA and related back-up materials. At the conclusion of deliberations, the Committee unanimously voted to approve the proposed amendments, which include changing the level of service standard (LOS) from the current 110% permanent FISH capacity to 100% gross capacity, sunseting the use of relocatables in the year 2018, and retaining the concurrency service areas (CSA's) as individual school boundaries.

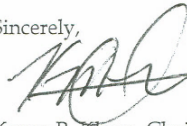
The Committee believes that the proposed changes as reflected in the Second Amended ILA are a manageable solution to the complex issues that necessitated the changes. Additionally, the Committee is pleased that this solution was reached in partnership with the School Board, the Broward League of Cities, School District staff, Broward County staff, Staff Working Group, other stakeholders, and members of the community at large. Implicit in the Oversight Committee's unanimous vote is its resolute request for the School Board, the Broward County Board of County Commissioners, and the 27 Municipal signatories to the Amended ILA to approve the Second Amended ILA to promptly approve the Second Amended ILA. Please be advised that School District staff will under separate cover provide you with the proposed Second Amended ILA and related back-up materials to enable formal action by your governing body.

Furthermore, it can be safely assumed that the Committee agrees that a successful adherence to the tentative schedule regarding consideration of the proposed Second Amended ILA is very important to ensure that the hard work put forth by all involved yields the desired result. Please be assured that as we go through the process to amend the Agreement, the Oversight Committee will continue to lend its assistance to ensure a successful outcome. Thus, I encourage you to provide this correspondence to the governing body of your municipality and other staff members as you deem appropriate.

Oversight Committee Recommendation on the Proposed Second Amended Interlocal Agreement for
Public School Facility Planning
January 22, 2010
Page 2

Please contact Chris Akagbosu, Director, Growth Management Department, Broward County Public Schools at (754) 321-2162, or via E-Mail at chris.akagbosu@browardschools.com if you have additional questions regarding this matter. Also, please copy Mr. Akagbosu on all correspondence regarding this matter.

Sincerely,



Keven R. Klopp, Chair
Oversight Committee

KRK:krk

cc: Mayor Gary Resnick, President, Broward League of Cities
Rhonda Calhoun, Executive Director, Broward League of Cities
Staff Working Group Members

Oversight Committee Members

*Keven R. Klopp, Chair • School Board Member Maureen Dinmen, Vice Chair • Council Member Peter Tingom, Secretary • School Board Member Robin Bartleman • Mayor Joy Cooper • Mayor Debby Eisinger • Latha Krishnaniyer • Lew Naylor • Carolyn Marks • Mayor Gary Resnick • Roy Rogers
Commissioner Daniel J. Sterner • School Board Member Kevin P. Tynan • Commissioner Lois Wexler*

List of Amendments to the Amended Interlocal Agreement for Public School Facility Planning
(ILA)

ILA Section	Summary of Existing Provision	Proposed Change	Amendment Origin
Introduction	N/A	1. Rename to “second” Amended ILA 2. Add Lauderdale-By-The-Sea as a Signatory	School Board
4.1	1. Established June 30 deadline for annual transmittal of Tentative District Educational Facilities Plan (DEFP) to Local Governments (LG); 2. Establishes deadline of July 31 for LG to provide comments on Tentative DEFP	1. Modify to a July 30 deadline; 2. Change to 30 day review period rather than a date specific deadline	Staff Working Group (SWG)
4.5, 7.3, 8.2(b)2, 8.11(b)3, 8.13(g)4	Establishes timeframe for sending information regarding approved residential developments to the School District	Substitute Quarterly Reporting Timeframes	SWG
7.10 (a)1	Requires analysis based on available permanent capacity	Modify to be consistent with proposed Level of Service Standard (LOS) of 100% gross capacity	School Board
8.1	Title	Title Change	SWG
8.1(c)	Requires 60 days advance notice to School District regarding proposed school-related amendments	Reduces advance notification period if amendments mimic Broward County’s amendment language	SWG
8.2(b)2a	Establishes minimum criteria for required reporting data	Clarifies required reporting information	School Board
8.2(c)1	Establishes required elements of the Five-Year Capital Facilities Element	Inserts language regarding LOS obligations for the Concurrency Service Areas (CSAs) in the LOS Plan within the DEFP	School Board
8.2(c)2	Establishes process to ensure maximum utilization of capacity	Removes reference to permanent capacity	School Board
8.2(c)3	Requires transmittal of support data for the Public School Facilities Element by Oct. 1 of each year	Extends deadline to October 15 to provide adequate time to complete the new five-year projections based on the new 20 th Day Enrollment Counts	SWG

8.5(b)	Establishes timeframe for adoption of DEFP by LG	Allows LG adoption of DEFP to occur concurrent with annual update of their Capital Improvements Element as required by the State	SWG
8.10 (a)	Establishes LOS as 110% permanent FISH capacity for each CSA	Amend LOS to 100% gross capacity to sunset in the 2018/19 school year	School Board
8.13 (f)2	Delineates process to determine impact of proposed developments	Removes reference to permanent capacity	School Board
8.13 (f)3	Delineates adjacency requirement	Enables maximum utilization based on gross capacity for a period of time	School Board
8.15 (b)	Requires that mitigation shall not be less than school impact fees due for the units	Clarifies that calculations should be made at the time of payment	School Board
14.1	Establishes procedure for amendment to the ILA	Refines amendment process with regard to the role of the Oversight Committee and the Staff Working Group	School Board and SWG
Definitions	N/A	Inserts a definition for gross capacity and quarterly	School Board

NOTE: Minor amendments to correct scrivener's errors are not reflected in the matrix above.

RESOLUTION R-2009-294

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SUPPORTING AN AMENDMENT TO THE INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITIES PLANNING IN ORDER TO AVOID THE CURRENTLY PROPOSED SCHOOL BOUNDARY CHANGES IN BROWARD COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Broward County School Board ("School Board"), Broward County board of County Commissioners ("County"), and the non-exempt Broward County Municipalities ("Municipalities") entered into an Interlocal Agreement for Public School Facilities Planning ("ILA") in 2007 pursuant to the requirements of Sections 163.3180(13) and 163.31777, Florida Statutes; and

WHEREAS, the ILA adopted the individual school boundary as the concurrency Service Area, and adopted a Level of Service standard of 110% of permanent FISH capacity for these Concurrency Service Areas; and

WHEREAS, the ILA was found in compliance by the department of Community Affairs and is currently in effect; and

WHEREAS, various new facilities were proposed in the School board's Educational Plant survey to support the feasibility of the ILA's Concurrency Service Areas and Level of service standards; and

WHEREAS, these proposed new facilities were subsequently rejected by the state and, without construction of these facilities, many Concurrency Service Areas will fail to meet the adopted level of Service standard over the next five years; and

WHEREAS, the School board has responded to these projected failures to meet the Level of Service standard by proposing boundary changes for the affected schools which will ultimately domino across the County and affect a large number of schools; and

WHEREAS, such boundary changes are disruptive to the education of our children, deprive families of their reasonable expectations as to which schools their children will attend, and will otherwise cause harm and substantial inconvenience to many of the residents of the Municipalities; and

WHEREAS, the Staff Working group under the ILA, comprised of staff representation from the School Board, County, and the Municipalities, held a meeting on October 29, 2009; and

WHEREAS, the Staff Working Group made a recommendation to continue the use of a 110% permanent capacity Level of Service standard, but to amend the ILA to change the Concurrency Service Area from the individual school boundary to eight (8) Concurrency Service Areas, each containing multiple school boundaries, as a means of avoiding the proposed changes to school boundaries; and

WHEREAS, another proposal involves the creation of twelve (12) Concurrency Service Areas, which does not avoid the need to change school boundaries at the middle school level and thus does not resolve the current controversy and avoid the above referenced harm to residents of the Municipalities; and

WHEREAS, the Staff Working Group will forward its proposal to the Oversight Committee for the ILA ("Oversight Committee") for further review in November 2009; and

WHEREAS, the Oversight Committee will subsequently forward its recommendation to the School Board, the County and all Municipalities for approval; and

WHEREAS, the proposed amendment to the ILA ultimately requires approval by the School Board, the County and at least 75% of the Municipalities representing at least 50% of the population of Broward County; and

WHEREAS, although the amendment process will likely not be complete prior to the School board's vote on the "Superintendent's Boundary Recommendations," the recommendations brought forth by the Staff Working Group and Oversight Committee should discourage the School Board from approving the currently proposed boundary changes; and

WHEREAS, should conditions change and additional facilities be approved for construction by the state, the School Board, County and Municipalities can revisit the ILA and further revise the Level of Service standard or Concurrency Service Areas as may be appropriate; and

WHEREAS, the Town of Davie deems it to be in the best interests of its citizens and residents to support the amendment to the ILA endorsed by the Staff Working group, and further urges the School Board, the Municipalities and the County to adopt the same.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

SECTION 2. The Town of Davie hereby supports the continued use of a 110% permanent capacity Level of Service standard, but recommends amending the ILA to change the Concurrency Service Area from the individual school boundary to eight (8) Concurrency Service Areas, each containing multiple school boundaries, and urges the Municipalities, the County and the School Board to approve such an amendment to the ILA.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption and a copy be forwarded to the Broward League of Cities and the Municipalities of Broward County, Broward County School Board Members and the Broward County School Superintendent.

PASSED AND ADOPTED THIS 17th DAY OF November, 2009


VICE-MAYOR/COUNCILMEMBER

ATTEST:


TOWN CLERK

APPROVED THIS 17th DAY OF November, 2009

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Vice Mayor and Councilmembers

FROM/PHONE: Mayor Judy Paul

PREPARED BY: Maria Mackie

SUBJECT: Resolution

AFFECTED DISTRICT: Town Wide

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: SUPPORT - A RESOLUTION OF THE TOWN OF DAVIE SUPPORTING AN AMENDMENT TO THE INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITIES PLANNING IN ORDER TO AVOID THE CURRENTLY PROPOSED SCHOOL BOUNDARY CHANGES IN BROWARD COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE

REPORT IN BRIEF: This item is time sensitive due to the Broward County School Board meeting schedule which may create a domino effect of the pending recommendation which could impact Town of Davie students in 2010 and most definitely impact them in 2011 and 2012. Passage of this resolution would also support neighboring cities in their desire to stave off any movement of children in their municipality to eastern schools.

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

If yes, expected cost: \$

Account name and number:

If no, amount needed: \$

What account name and number will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution